



United States Department of the Interior

BUREAU OF RECLAMATION MID-PACIFIC REGION

PUTAH RESOURCE AREA - LAKE BERRYESSA
5520 Knoxville Road
Napa, California 94558

IN REPLY
REFER TO:

OPERATIONAL POLICY NO. 8

COMMERCIAL USE OF MOBILE HOMES/TRAILERS

- A. Application: Applies to the areas operated under concession agreements.
- B. Authority: Adopted pursuant to Clauses 4a, 7, 8, and 10 of each concession agreement.
- C. Definitions:
 - 1. Mobile homes/trailers Hereinafter termed trailers are those privately owned units which occupy approved lots in the resorts for period in excess of 14 consecutive days in any 30 day period under a rental agreement between the owner and the concessioner.
 - 2. Rental agreements Refers to the agreements between the concessioner and the trailer owner whereby the concessioner makes a lot or space available for trailer occupancy and use.
 - 3. Sub-rental agreements refers to the agreements between the concessioner and the trailer owner which makes the trailer available to the concessioner who in turn rents the units to this patrons.
 - 4. Patrons are individuals, families or groups who rent a trailer from the concessioner for short term recreational purposes.
- D. Purpose: To establish procedures whereby owners may rent their trailer to the concessioner and the concessioner in turn may rent said trailer to their patrons for temporary recreational lodging purposes.
- E. Policy
 - 1. Trailers may not be used by the owner for business or commercial use.
 - 2. Rental agreements will specify that the trailers and lots are primarily for the personal use and enjoyment of the owners and their guests. Owners will not be permitted to use

their trailer chiefly as a sub-rental property. Sub-rental arrangements with the concessioner will be permitted, but must be subordinate to the owner's planned personal use of his trailer.

3. Subject to the conditions, limitations and reservations described herein, concessioners and trailer owners may enter into sub-rental agreements. All sub-rental agreements will be in writing and will contain the following provisions and such others as may be mutually agreeable to the concessioners, the owner and the Bureau of Reclamation:

- a) Rate and manner of payment to owners for use of the trailer and appurtenant personal properties owned by him.
- b) The dates when the trailer will be reserved for the use of the owner.
- c) Tenure of the agreement.
- d) Provisions for termination prior to expiration of term.
- e) Acknowledgement of liability by concessioner insofar as casualty of patrons.
- f) Respective responsibilities of concessioner and owner insofar as provisions of patron services such as cleaning, maid service, maintenance of owner's facilities, care of lawns and landscaping, etc.
- g) Concessioners will be responsible to supervise and regulate the occupancy of the trailer by his patrons.

4. The form of the sub-rental agreement will be approved in writing by the Bureau of Reclamation in advance of execution by the concessioner and the various trailer owners.

5. All sub-rental agreements shall terminate not later than the end of the calendar year in which they are executed.

6. The gross rental paid to the concessioner by his patrons will be subject to the 3 % (percent) franchise fee.

7. Concessioners will maintain accounting records of all revenues and expenses relating to the sub-rental agreements and the operation of the trailer for lodging purposes.

8. Concessioner will obtain such permits and approvals as may be required under state and county laws, ordinances and regulations.

9. Rates to be charged to patrons for the use of the trailer will be approved in advance by the Bureau of Reclamation.

10. Patron rentals will be for periods not to exceed 14 consecutive days.
11. Patron rental will be for recreational or vacation purposes only.

Approved April 21, 1977

Robert A. Weir
Recreation Manager
Lake Berryessa